

A. G. Contract No. KR891043TRD
ECS File: JPA 89-57
Project: F-027-1-516
TRACS: 077 NA 357 H2665 01C
Section: S.R. 77
Showlow-Holbrook Highway
Town of Taylor

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF TAYLOR

JPA: 89-57

THIS AGREEMENT is entered into August 9 1989 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF TAYLOR, acting by and through its Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on State Route 77 at the following location:

NO. <u>14109</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>8-9-89</u>
<u>Don Shumway</u> Secretary of State
By <u>B. Hermon</u>

From centerline roadway station 790+00 to centerline roadway station 827+00, a net distance of approximately 0.70 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the State 25 % of the landscape contract costs. Town shall be responsible for 25 % of any contractor claims for extra compensation attributable by State to Town.

3. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

4. After construction, the Town shall maintain the landscaping within the right of way.

5. The Town hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual for Highway Construction and Maintenance."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Taylor
Public Works Director
P. O. Box 23
Taylor, Arizona 85939

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA
Department of Transportation

By *Donald D. Hest*
Title Mayor

By *Gary K. Robinson*
GARY K. ROBINSON
Chief Deputy State Engineer

Attest: *Nela Caspe*
Town Clerk

1789j
31MAY

TOWN OF TAYLOR RESOLUTION NO. 204

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN
OF TAYLOR, ARIZONA, APPROVING AN INTERGOVERNMENTAL
LANDSCAPE MAINTENANCE AGREEMENT WITH THE
STATE OF ARIZONA

RECITALS

1. The Town is empowered to enter into the subject agreement by A.R.S. Sec. 48-572.
2. The Council finds that it is in the interest of the Town of Taylor to enter into said agreement.

RESOLUTION

1. RESOLVED that the Town of Taylor enter into A.G. Contract No. KR 89 1043TRD for landscape maintenance with the State of Arizona, acting by and through its Department of Transportation in the form on file with the Town Clerk. Adopted this date: 6-28-1989

TOWN OF TAYLOR

By: Gerald Gullick
GERALD GULLICK, MAYOR

ATTEST:

Melvin Capps
TOWN CLERK

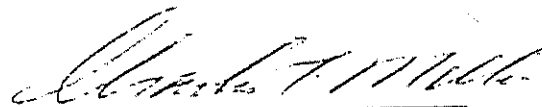
APPROVED AS TO FORM:

[Signature]
TOWN ATTORNEY

RESOLUTION

BE IT RESOLVED on this 28th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Taylor for the purpose of landscaping certain areas within the right of way on State Route 77.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

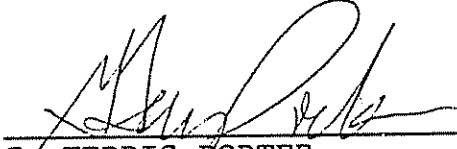
APPROVAL OF INTERGOVERNMENTAL AGREEMENT BY
TOWN ATTORNEY

The undersigned, Town Attorney for the Town of Taylor, Arizona, hereby approves the following intergovernmental agreement:

A.G.Contract No. KR 89 1043TRD

Parties: Town of Taylor and the State of Arizona acting by and through its Department of Transportation.

The undersigned certifies that the Town of Taylor, Arizona is authorized under the laws of the State of Arizona to enter into said agreement, and that the said agreement is in proper form.



G. TERRIS PORTER
TOWN ATTORNEY
Town of Taylor, Arizona



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

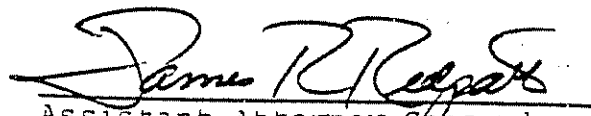
DETERMINATION

A. G. Contract No. KR891043TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of August, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division